

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.,

Plaintiff,

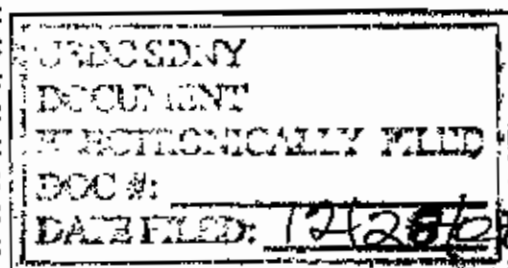
-against-

J.S. SUAREZ, INC., RAMONA SUAREZ, MATTHEW
SUAREZ, SUAREZ NEW YORK LLC,
and "JOHN DOE #1" THROUGH "JOHN DOE #12"
the last twelve names being fictitious
and unknown to plaintiff, being persons having or
claiming an interest in or lien upon the chattel described
in the complaint,

Defendants.

07 CV 9728 (NRB)

STIPULATION



IT IS HEREBY STIPULATED AND AGREED TO, by and between the undersigned,
the attorneys for plaintiff and defendants by J.S. Suarez, Inc., Suarez New York LLC, Ramona
Suarez, and Matthew Suarez ("Defendants"), as follows:

1. Defendants agree to repay the Obligations owed to plaintiff, as defined in the WCMA
Note referenced in the Amended Complaint, as follows: (a) \$50,000 by no later than January 15,
2008; (b) \$50,000 by no later than February 15, 2008; (c) four (4) \$5,000 consecutive monthly
payments due on March 15, 2008, April 15, 2008, May 15, 2008, and June 15, 2008; (d) \$20,000
due on July 15, 2008; (e) five (5) \$8,000 consecutive monthly payments due on August 15, 2008,
September 15, 2008, October 15, 2008, November 15, 2008, and December 15, 2008; and (f) the
remaining balance of the Obligations by January 15, 2009.

2. Defendant Suarez New York LLC hereby consents to grant plaintiff a lien on all of its
assets.

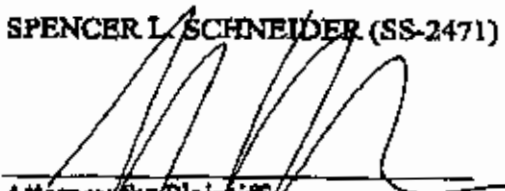
3. By no later than five business days from the date hereof, defendants shall supply the unconditional guaranties (in the form annexed as Ex. A) of Joseph Suarez and Gloria Suarez.

4. In addition to the financial statements and other general or business information or statements required to be furnished to plaintiff pursuant to the WCMA Note, Settling Defendants shall furnish or cause to be furnished the following information of Suarez New York LLC along with each payment due described above, except the final payment: (a) profit and loss statements and a balance sheet for the previous month; (b) inventory for the previous month; and (c) current account payable agings for the previous month.

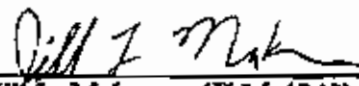
5. Should the defendants default in making any payment when due as required above or to provide any of the financial reporting when due, or timely provide the duly executed unconditional guaranties referenced in paragraph 3 above, plaintiff shall be entitled to enter judgment against them, jointly and severally, for the Obligations, giving credit for any amounts received hereunder. Prior to the entry of judgment (except for a default under paragraph 3 above), the defendants shall be entitled to a five (5) day notice to cure, to their counsel by fax, but no more than two (2) such notices over the period that the Obligations are repaid. The order of seizure entered herein on December 21, 2007 shall be stayed unless defendants default hereunder.

Dated: New York, New York
December 27, 2007

SPENCER L. SCHNEIDER (SS-2471)

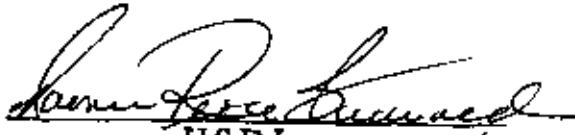

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SO ORDERED;


U.S.D.J. 12/27/07